

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

FRIMO, INC., a Michigan corporation,

Plaintiff,

v.

Case No. 2:22-cv-10173

**GISSING NORTH AMERICA LLC, Delaware
Limited Liability Company,**

Defendant.

COMPLAINT

Plaintiff, **FRIMO, INC., a Michigan corporation** (“Frimo”), for its Complaint against the Defendant, **GISSING NORTH AMERICA LLC, Delaware Limited Liability Company** (“Gissing”), says:

JURISDICTION

1. Plaintiff, Frimo, Inc (“Frimo”), is a citizen of Michigan and a Michigan corporation with its principal place of business in Michigan.

2. Defendant, Gissing North America LLC, is a citizen of Delaware and a Delaware Limited Liability Company (“Gissing”), with its principal place of business or office in Maine.

3. Jurisdiction is based upon diversity of citizenship between a United States citizen and a foreign citizen with an amount in controversy exceeding the sum or value of \$75,000 exclusive of interest and costs. 28 USC § 1332 (a)(2).

VENUE

4. Venue is proper in this District pursuant to 28 § USC 1391 (b)(2) for the reason a substantial part of the events giving rise to this claim arose in this District. In addition, Gissing conducts business in this District and has appointed C T Corporation System in Plymouth,

Michigan as its Registered Agent.

BREACH OF CONTRACT

5. On December 16, 2020, Gissing issued its purchase order 710846-01 to Frimo to manufacture and deliver a certain Box foam metering machine Type MK-R 5000 in the amount of \$501,840, which was revised in a Rev-1 dated January 7, 2021 to the amount of \$529,330 payable in three equal installments of \$158,799 each with a final fourth payment in the amount of \$52,933 due on May 5, 2021. The referenced Purchase Order and Rev-1 are attached hereto and made a part hereof.

6. Frimo manufactured the Box foam metering machine Type MK-R 5000 and delivered it to Gissing.

7. Gissing accepted the Box foam metering machine Type MK-R 5000 without any objection.

8. Gissing paid the first installment payment of \$158,799.

9. Thereafter, Gissing breached the Purchase Order by, among other breaches, failing to pay the second and third installments in the amounts of \$158,799 each and the final installment in the amount of \$52,933 due on May 5, 2021.

10. As a direct natural and proximate result of Gissing's breach, Frimo has been damaged in the amount of \$370,531.

WHEREFORE, Frimo requests Judgment be entered against Gissing in the amount of \$370,531 plus costs, interest, and attorney fees as allowed by statute and court rule.

Dated: January 27, 2022

Respectfully,

Young Basile Hanlon & MacFarlane, P.C.

/s/ Michael M. Jacob

Michael M. Jacob (P15391)

Attorneys for Defendant